



LEAGUE/TORNAMENT REGISTRATION & GENERAL CONSENT WAIVER

REGISTRATION

1. All participants must register in-house or reserve spot via email, Facebook messaging or, Instagram DMs. in advance of the tournament date. Reserved spots will not be guaranteed until registration is paid.
2. Entry into the tournament after the registration period expires is generally not allowed, but maybe accepted at discretion of Nemesis 5 Esports.
3. There is a limit of one registration per game. Any player who has registered more than once for any tournament will be disqualified.
Entry fees are non-refundable and non-transferrable.

TOURNAMENT RULES AND POLICIES

Nemesis 5 Esports is dedicated to providing a harassment-free and inclusive event experience for everyone regardless of gender identity and expression, sexual orientation, disabilities, neurodiversity, physical appearance, body size, ethnicity, nationality, race, age, religion, or another protected category. We do not tolerate harassment of event participants in any form. Nemesis 5 Esports takes violations of our policy seriously and will respond appropriately.

All participants of Nemesis 5 Esports events must abide by the following policy:

1. Be excellent to each other. We want the event to be an excellent experience for everyone regardless of gender identity and expression, sexual orientation, disabilities, neurodiversity, physical appearance, body size, ethnicity, nationality, race, age, religion, or another protected category. Treat everyone with respect. Participate while acknowledging that everyone deserves to be here — and each of us has the right to enjoy our experience without fear of harassment, discrimination, or condescension, whether blatant or via micro-aggressions. Jokes shouldn't demean others. Consider what you are saying and how it would feel if it were said to or about you.
2. Speak up if you see or hear something. Harassment is not tolerated, and you are empowered to politely engage when you or others are disrespected. The person making you feel uncomfortable may not be aware of what they are doing, and politely bringing their behavior to their attention is encouraged. If a participant engages in harassing or uncomfortable behavior, the event organizers may take any action they deem appropriate, including warning or expelling the offender from the event with no refund. If you are being harassed or feel uncomfortable, notice that someone else is being harassed, or have any other concerns, please contact a member of the event staff immediately.
3. Harassment is not tolerated. Harassment includes, but is not limited to: verbal language that reinforces social structures of domination related to gender identity and expression, sexual orientation, disabilities, neurodiversity, physical appearance, body size, ethnicity, nationality, race, age, religion, or other protected category; sexual imagery in public spaces; deliberate intimidation; stalking; following; harassing photography or recording; sustained disruption of talks or other events; offensive verbal language; inappropriate physical contact; and unwelcome sexual attention. Participants asked to stop any harassing behavior are expected to comply immediately.
4. I understand that by participating in any Activity at Nemesis 5 Esports, I am allowing myself and/or my minor child to be filmed and photographed for marketing purposes. Activities may be filmed or photographed without prior notice and used for promotional purposes on the website, social media, print or television ads, in the Nemesis 5 Esports, Gaming, and party room, and anywhere else necessary. I agree that no compensation will be given for the use of this media. If I do not wish photographs or videos of myself and/or my child to be taken, I will notify Nemesis 5 Esports in writing prior to the commencement of the Activities.

This policy extends to forums, panels, social media, parties, hallway conversations, all attendees, partners, sponsors, volunteers, event staff, etc. You catch our drift. Nemesis 5 Esports reserves the right to refuse admittance to, or remove any person from, any Nemesis 5 Esports hosted event (including future Nemesis 5 Esports events) at any time in its sole discretion. This includes, but is not limited to, attendees behaving in a disorderly manner or failing to comply with this policy, and the terms and conditions herein. If a participant engages in harassing or uncomfortable behavior, the event organizers may take any action they deem appropriate, including warning or expelling the offender from the event with no refund.



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Our event staff can usually be identified by our attire. Our zero-tolerance policy means that we will look into and review every allegation of violation of our Event Community Guidelines and Anti-Harassment Policy and respond appropriately. Please note, while we take all concerns raised seriously, we will use our discretion as to determining when and how to follow up on reported incidents, and may decline to take any further action and/or may direct the participant to other resources for resolution.

1. Any tournament players that are not present when their match is called for pool/semifinal/final matches, without giving staff a valid reason for not being present, will have a period of two (2) minutes to report, to their station with the required equipment. After the two-minute period has expired, you will be forced to forfeit your Match. This is a ZERO TOLERANCE policy, and friends or staff can't save you.
2. There is no transferring of player registrations. If you did not register or you have already competed in any given tournament, and assume the registration of another player, you will immediately be ejected from all tournaments and banned from any future Nemesis 5 Esports tournaments for a period of 2 years.
3. Equipment sharing is no longer a valid option for being late to a match. You can take the risk and borrow someone's equipment, but if it is in use, and your match is called, you will have two (2) minutes to report with valid equipment or be disqualified.
4. There will be no ties in any tournament. Anyone refusing to play any Match (including the finals) will be disqualified and forfeit all rights to any titles or prizes they might have otherwise earned for that tournament.
5. Anyone visibly intoxicated or otherwise under the influence of drugs or alcohol will be immediately ejected from the tournament and may be banned. If you do not cooperate immediately, we will not hesitate to contact the local authorities. We have always enjoyed violence-free events, and this a zero-tolerance issue. Keep it in the game or keep it to yourself.
6. No sexually explicit acts, explicit nudity, solicitations or non-consensual sexualization. Any of the following in or around the event hall will result in a permanent ban.
7. Collusion of any kind with your competitors is considered cheating. If the Tournament Director determines that any competitor is colluding to manipulate the results or intentionally underperforming, the collaborating players may be immediately disqualified. This determination is to be made at the sole discretion of the Tournament Director. Anyone disqualified in this manner forfeits all rights to any titles or prizes they might have otherwise earned for that tournament.
8. Nemesis 5 Esports has a zero-tolerance policy toward violence, threats of violence, intimidation, harassment (sexual or otherwise), and other forms of thuggery. Any threat of violence, harassment, extreme intimidation, or violence of any kind will result in an immediate and lifetime ban.
9. Any unauthorized player trespassing on any of the Nemesis 5 Esports stages, may be ejected at the tournament organizers discretion.
10. There is no coaching during any "Top 8".
11. If there are conflicting rule sets between Nemesis 5 Esports rules and Pro Tour rules, Nemesis 5 Esports rules ALWAYS trump any Pro Tour rules. These rules are an attempt to ensure that the tournament runs fairly and as smoothly as possible. However, unforeseen circumstances may require a special response, and for that reason Nemesis 5 Esports reserves the right to change any of the tournament rules/settings or remove any player at any time, for any reason, at their sole discretion.
12. If you have any questions or concerns, feel free to contact us by e-mail.

All tournament participants shall protect, defend, indemnify and hold harmless Nemesis 5 Esports, its affiliated corporations, and their respective officers, directors, shareholders, agents, representatives and employees from and against any and all costs and expenses, damages, claims, suits, actions, liabilities, losses and judgments including, without limitation, attorneys' fees and legal expenses, based on, arising out of or in any way related or connected with the Event or any other matter or activity directly or indirectly related to the Event, including but not limited to libel, slander, disparagement, defamation, copyright infringement, invasion of privacy, piracy, plagiarism, or infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. This obligation shall continue beyond the term of the Event.

This waiver applies to any and all tournaments hosted/sponsored by Nemesis 5 Esports.

In order for your minor child to participate, you agree to carefully read and sign the Gaming and Activity Parental Consent Form. If you do not, your minor will not be allowed to participate in any tournament activities.



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As valid consideration for: (i) entry into the premises of any Nemesis 5 Esports location (the "Premises") by me and/or my minor child; (ii) participation by me and/or my minor child in activities and classes offered on the Premises (Nemesis 5 Esports); and (iii) my and/or my minor child's use of the supplies, systems, and equipment located on the Premises and other services offered, I agree as follows on behalf of myself and my minor child:

1. I understand that the programs and activities offered at and by Nemesis 5 Esports may involve risks of injury and illness including but not limited to cuts, falls, burns, allergic reactions and other risks associated with Nemesis 5 Esports, Parties, and Video Gaming Activities (collectively "Activities"). I am fully aware of the risks and on behalf of myself and my minor child. I assume the risks and hazards incident to such participation. I understand that I am responsible for determining and disclosing whether I and/or my minor child have any allergies or medical conditions (as applicable) which could be triggered by the activities associated with Nemesis 5 Esports, Parties, and Video Gaming. I understand that Nemesis 5 Esports, any of their owners, employees or contractors (collectively "Nemesis 5 Esports") assume no duty to me or my minor child regarding our medical ability to participate in any the activities associated with Nemesis 5 Esports, Parties, and Video Gaming.

I agree to assume the full risk of any injuries or associated damages or loss which I and/or my minor child may sustain in participating in the Activities at Nemesis 5 Esports. I agree that I will not and that I will instruct my minor child not to utilize any equipment on the Premises unless and until the proper use of the equipment has been explained and is understood. I understand that such equipment must be operated in strict accordance with instructions. In the event of any emergency, I authorize Nemesis 5 Esports to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my or my minor child's immediate care and agree that I will be responsible for the payment of any and all medical services rendered.

2. I, for myself, my spouse, my minor child, and on behalf of any of our heirs, executors and administrators, forever release and discharge Nemesis 5 Esports, and any of their employees, contractors, past, present and future directors, principals, owners, subsidiaries, divisions, affiliates, agents, and officers, collectively (the "Released Parties"), of and from any and all liabilities, claims, demands and causes of actions (including reasonable attorney's fees and costs) based upon personal injuries or illness (including death), damages or loss to me and/or my minor child, as well as property damage (i) arising out of or relating to participation, whether passively or actively in any Activity on the Premises, including but not limited to use of any equipment; or (ii) occurring on the Premises, including but not limited to my and/or my minor child's use of any restroom area, common area, associated sidewalks and parking areas. I agree not to bring any suits, claims, causes of action, demands or legal actions against the Released Parties. The release contained herein will be construed to apply to the greatest extent permitted by law and, if permitted by law, will apply even if any such injury or damage is caused in whole or in part by the Released Parties' own negligence or the negligence or willful conduct of any other patron who is on the Premises or who is participating in any of the Activities. I, for myself, my spouse, my minor child and on behalf of our heirs, executors and administrators, agree to indemnify and hold harmless the Released Parties, against all actions, claims, demands, judgments, executions, debts, costs of litigation and attorney fees of every kind and nature whatsoever, which may in any way arise out of or result from my and/or minor child's acts or omission on the Premises. The indemnity contained in this paragraph will apply even if any such injury or damage is caused, in part, by the Released Parties' own negligence.

3. I agree to pay for all damages to the facilities of Nemesis 5 Esports caused by my or my child's negligent, reckless, or willful conduct.

4. I agree to observe and obey the behavior policy and all other posted rules and warnings, and to follow any oral instructions or directions given by Nemesis 5 Esports or its employees, representatives or agents.

5. I understand that by participating in any Activity at Nemesis 5 Esports, I am allowing myself and/or my minor child to be filmed and photographed for marketing purposes. Activities may be filmed or photographed without prior notice and used for promotional purposes on the website, social media, print or television ads, in the Nemesis 5 Esports, Gaming, and party room, and anywhere else



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necessary. I agree that no compensation will be given for the use of this media. If I do not wish photographs or videos of myself and/or my child to be taken, I will notify Nemesis 5 Esports in writing prior to the commencement of the Activities.

6. In the event any provision of this Consent, Release and Waiver is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. In the event any provision of this document is found by a court of competent jurisdiction to exceed the limits permitted by any applicable law or to be invalid or unenforceable as written, such court(s) may exercise its discretion in reforming such provision(s) to the extent necessary to make it reasonable and enforceable.

7. Subject to Section 9, if a dispute arises under this Consent, Release and Waiver, the parties agree that all disputes, controversies, or claims shall be submitted to binding arbitration and decided on an individual basis, and not on a class-wide or multiple plaintiff basis or in an action where any party hereto acts in a representative capacity, unless prohibited by law. Any such arbitration shall be filed with the American Arbitration Association in accordance with its Consumer Arbitration Rules. It is understood that any such arbitration will be final and binding and that by agreeing to arbitration, the parties are waiving their respective rights to seek remedies in court, including the right to a jury trial. The parties waive, to the fullest extent permitted by law, any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Consent, Release and Waiver, whether based in contract, tort, statute (including any federal or state statute, law, ordinance or regulation), or any other legal theory. It is expressly understood and agreed that: a party's right to appeal or vacate, or seek modification of, the arbitration award, is strictly limited by law. Questions regarding the enforceability and scope of this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. Otherwise, the terms of this Consent, Release and Waiver shall be governed by the laws of New Mexico. Unless otherwise agreed by the parties, any arbitration will take place in New Mexico. It is acknowledged and agreed that in any such arbitration, each party will be solely responsible for payment of his/her/its own counsel fees, with the costs of arbitration borne equally by the parties.

8. I understand that IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT, RELEASE AND WAIVER (HOWEVER ARISING, INCLUDING NEGLIGENCE).

9. In the event any action for equitable relief, injunctive relief or specific performance is filed, or should any action be filed to confirm, modify or vacate any award rendered through compulsory binding arbitration, I hereby irrevocably agree that the forum for any such suit will lie with a court of competent jurisdiction in New Mexico, and hereby agree to the personal jurisdiction and venue of such court.

10. I agree that this Consent, Release and Waiver may be assigned or transferred to, and will be binding upon and will inure to the benefit of any successor of Nemesis 5 Esports, its affiliates, and franchisees.

11. I, the undersigned, have thoroughly read this Consent, Release, and Waiver and I understand that I am giving up substantial rights on behalf of myself and/or my minor child by signing it. I understand that I have the right to have an attorney of my choosing review and advise me as to the terms and conditions of this Consent, Release, and Waiver. I am signing this Consent, Release, and Waiver knowingly, voluntarily and without any inducement. This Consent, Release, and Waiver replaces all earlier versions and constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. However, any booking agreement and any other non-conflicting documents executed contemporaneously with this Consent, Release and Waiver are to be read in conjunction with this document and are not superseded by this document. This Consent, Release and Waiver may only be modified in writing by the parties. I understand that any e-mail address or contact information provided by me to Nemesis 5 Esports, its affiliates or franchisees may be used to provide information, promotions and marketing materials.